

AGREEMENT
BETWEEN
THE CITY OF FRISCO, TEXAS (CITY)
AND
SPECIALTY LAND SERVICES, LLC. (CONSULTANT)
FOR
RIGHT-OF-WAY (ROW)/EASEMENT
ACQUISITION SERVICES

made as of the ____ day of _____ in the year Two Thousand _____:

BETWEEN the City: The City of Frisco, Texas
 6101 Frisco Square Blvd
 Frisco, Texas 75034
 Telephone (972) 292-5100
 Facsimile (972) 292-5550

and the Consultant: Specialty Land Services, LLC.
 1341 S Preston Rd Ste A
 Celina TX 75009
 Telephone (972)382-4747
 Facsimile (972)382-4748
 EIN 51-0509559

for the following Project: ROW acquisition services performed for the City of Frisco. Consultant will provide various acquisition services to the City related to the acquisition of ROW and/or easements as assigned by the City (Project(s))

The City and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **City of Frisco, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **Specialty Land Services LLC**, hereinafter referred to as "Consultant", to be effective from and after the date as provided herein the "Agreement".

WHEREAS, the City desires to engage the services of the Consultant to perform professional ROW acquisition services; and

WHEREAS, the Consultant desires to render such professional ROW acquisition services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** - The City hereby agrees to retain the Consultant to perform professional ROW acquisition services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** - The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A" or requests for additional services described in Exhibit "B", in the form of written change orders, may be authorized from time to time by the City.
- 1.3 **Schedule of Work** - The Consultant agrees to commence work immediately upon receipt of Notice to Proceed (NTP).

**ARTICLE 2
THE CITY'S RESPONSIBILITIES**

- 2.1 **Project Data** - The City agrees to furnish if available, prior to commencement of services, all the information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement. The information shall be provided at no cost to the Consultant.
- 2.2 **City Project Manager** - The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project (the "Project Manager"). The City or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practical so as to avoid unreasonable delay in the progress of the Consultant's services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** - As described in "Article 1, Consultant's Services", compensation for this project shall be on a time and expense basis. The parties agree that Consultant shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Schedule of Compensation attached hereto as Exhibit "C" and thereby made a part of this Agreement. Consultant further agrees that it will prepare and present such weekly progress reports to the City Engineer or his/her designee each Friday until the project is complete. The total Consultant's Fee for this contract depends on the number and type of ROW acquisition tasks requested by the City, and as such, no definitive budget can be described; provided, however, under no circumstances shall the Consultant Fee exceed a total cumulative amount of TWENTY THOUSAND DOLLARS (\$20,000.00) during the term of this Agreement unless otherwise agreed to in writing by the parties hereto.
- 3.2 **Direct Expenses** - Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and sub-contractors in the interest of the Project for the expenses listed in the following Subparagraphs:
- 3.2.1 Automobile mileage reimbursement.
 - 3.2.2 Courier services.
 - 3.2.3 Fees paid for securing approvals of authorities having jurisdiction over the Project and Sales & Use Tax, if any.
 - 3.2.4 Reproductions and photographic services provided by commercial services.
- 3.3 **Additional Services** - The Consultant shall provide the services as described in the "Scope of Basic Services" as set forth in Exhibit "A" of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, as described in the "Scope of Additional Services" as set forth in Exhibit "B" attached hereto and incorporated herein for all purposes, to be compensated in accordance with Exhibit "C", attached hereto and incorporated herein for all purposes.
- 3.4 **Invoices** - No payment to the Consultant shall be made until Consultant tenders an invoice to the City. Payments are payable to the Consultant within thirty (30) days from the date of invoice as long as the invoice is mailed to City within three (3) days of the date of the invoice. Invoices are to be mailed to City immediately upon completion of each individual task listed in Exhibit "A". If any invoice remains outstanding and unpaid for more than sixty (60) days from the date of invoice, and Consultant has fully performed its obligations as set forth herein, the Consultant has the option upon written notice to the City, to suspend all work specified under this Agreement until the account is brought current. Continued performance and/or completion of work by the Consultant under this Agreement shall resume upon the payment of the earned fees by the City.

- 3.5 **Failure to Pay** - Failure of the City to pay an invoice, for a reason other than cause, to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the City, refuse to render further services to the City and such act or acts shall not be deemed a breach of this Agreement. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.6 **Adjusted Compensation** - If the Scope of the Project or if the Consultant's services are materially changed, the amounts of the Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed.
- 3.7 **Project Suspension** - If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

The Project is the property of the City, and Consultant may not use the documents, data, maps, plans, or any other materials ("Documents") for any purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Documents. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise the Documents to reflect changes made while working on the project and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project

ARTICLE 5 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in Article 3.4.

ARTICLE 6 AUDITS AND RECORDS/PROHIBITED INTEREST

The Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the City Charter, which is repeated on the Affidavit, attached as Exhibit "E", and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto and incorporated herein by reference for all purposes. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

ARTICLE 7 TERMINATION OF AGREEMENT/REMEDIES

City may, on thirty (30) days written notice to Consultant, and Consultant may, on thirty (30) days written notice to City, terminate this Agreement, for any, or no reason, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement, including electronic formats, if existing, prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

ARTICLE 8 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 9 INDEMNITY

Consultant shall release, defend, indemnify and hold harmless City and its City Council members, officers, agents, representatives and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work caused by the negligent act and/or intentional act and/or omission of Consultant, its officers, agents, representatives, employees, subcontractors, licensees, invitees or any other third parties from whom Consultant is legally responsible (hereinafter "Claims"). Consultant is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Consultant in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion, or all, of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Consultant's obligation to defend City or as a waiver of Consultant's obligation to indemnify City pursuant to this Agreement. Consultant shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Consultant fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Consultant shall be liable for all costs incurred by City.

ARTICLE 10 NOTICES

Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following address:

City of Frisco - _____

Frisco, Texas 75034

City agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following address:

BUDDY MINETT
SPECIALTY LAND SERVICES, LLC.
1341 S. Preston Rd. Ste A
Celina TX 75009
972-679-9488
Buddy@specialtyland.com

Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Complete Agreement** - This Agreement, including the exhibits hereto labeled "A" through "E", all of which are incorporated as if fully set forth herein for all purposes, constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties.
- 11.2 **Assignment and Subletting** - The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 11.3 **Successors and Assigns** - City and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 11.4 **Severability** - In the event a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and

the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

- 11.5 **Venue** - This entire Agreement is performable in Collin County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be Collin County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 11.6 **Execution/Consideration** - This Agreement is executed by the parties hereto without coercion or duress any for substantial consideration, the sufficiency of which is forever confessed.
- 11.7 **Authority** - The individuals executing this Agreement on behalf of the respective parties below represented to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.
- 11.8 **Waiver** - Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
- 11.9 **Headings** - The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 11.10 **Multiple Counterparts** - This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 11.11 **Sovereign Immunity** - The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 11.12 **Representatives** - Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 11.13 **Miscellaneous Drafting Provisions** - This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

CITY

The City of Frisco, Texas

By: _____

CONSULTANT

SPECIALTY LAND SERVICES, LLC.

By: _____

Buddy Minett
Buddy Minett

Title: _____

Title: Member

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THIS STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED GEORGE PUREFOY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THIS STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Buddy Minett, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF March, 2010.

Glenda L. Endicott

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

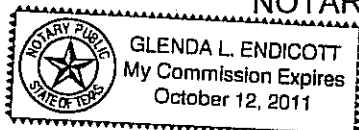


EXHIBIT "A"

ASSISTANCE IN ACQUISITION OF RIGHT-OF-WAY/EASEMENTS

SCOPE OF BASIC SERVICES

ASSISTANCE OBTAINING RIGHT-OF-WAY

The Consultant will perform the following services for each right-of-way/easement tract, as necessary based on the information supplied by the City.

Parcels:To be assigned.

1. Perform ownership searches for parcels assigned by City.
2. Review all title instruments affecting the right-of-way/easement tract supplied by the City, or supplied otherwise.
3. Obtain missing instruments identified in Step 1 from the Collin and Denton County Deed Records, if necessary.
4. Review the/any instruments listed as exceptions on each right-of-way tract together with topographic survey information from City supplied construction drawings and other information supplied by the City.
5. Attend a maximum of three (3) meetings with City staff to discuss all the right-of-way tracts at one time and coordinate communications with City's legal counsel that may be required for clearing the title.
6. Approximate the fair market value of the right-of-way based on appraised value of the land and improvements by the Collin and Denton County Appraisal District and other information supplied by the City. This evaluation will be used to determine the amount of the title insurance policy and for other purposes as may be deemed appropriate by the City.
7. Contact or make multiple attempts to contact each property owner or their designated representative by telephone and meet to discuss dedication of right-of-way by donation and the considerations the property owner may desire for such

dedication. This step will include up to (10) ten attempts to contact each property owner or their designated representative and one meeting.

8. Prepare and mail a letter for each property along with the City provided right-of-way documents requesting dedication of the right-of-way by donation.
9. Inform the City as to the considerations property owners or their designated representatives requests during discussions related to dedication or purchase of right-of-way. This will be done in the form of a weekly status report due each Friday until the Project is complete.
10. Prepare required Agreement(s) on City approved forms and submit to City representative.
11. Pending City approval, secure execution of Agreement and/or Donation Deed.
12. Record all original instruments immediately after closing or Deed Transfer, at the respective County Clerk's office.
13. If the property owner or their designated representative refuses to dedicate the right-of-way by donation, upon approval by the City representative, proceed with acquisition of right-of-way/easement by other than donation.
14. Upon Request from the Consultant, The City will provide an appraisal to determine the "fair market value" of a right-of-way tract.
15. Prepare an offer letter and attempt to contact a property owner or designated owner's representative for a final meeting to negotiate an agreement obtaining the right-of-way. This step will include up to five attempts to contact a property owner or a designated representative.
16. If offer is acceptable to property owner, secure execution of Deed and proceed to closing/filing, or if closing outside of Title, submit check request for respective property owner.
17. If applicable, clear title and review title policy for accurate coverage.
18. Coordinate and attend closing services with the City and Title Company, or secure right-of-way document outside of closing if approved by the City.

19. Record all original instruments immediately after closing at the respective County Clerk's office.
20. Attend one meeting with a property owner or a designated representative to present the City's final offer and participate in a final negotiation to obtain the right-of-way without eminent domain proceedings. If the owner refuses the offer, then this phase of services for that tract is finished.

EXHIBIT "B"

ASSISTANCE IN ACQUISITION OF RIGHT-OF-WAY

SCOPE OF ADDITIONAL SERVICES

The Consultant will perform the following services for each right-of-way tract as directed by the City. These services are to be compensated separately from those listed on Exhibit "A" as described on Exhibit "D" and must be authorized in writing by the City in the form of a signed letter delivered by mail or by facsimile or by email.

FIELD SURVEYS

1. Perform field surveys to obtain information related to the location of property corners referred to in the legal descriptions of right-of-way provided by the City.
2. Perform field surveys to obtain information related to the location of existing known franchise utilities associated with easements listed on the exceptions to title in the information supplied by the City and Land America/Wilson Title Company.
3. Perform field surveys to set iron rods on the proposed right-of-way line based on survey control data provided by the City.

LEGAL ASSISTANCE FOR CLEAR EXCEPTIONS TO TITLE

Make arrangements for an Attorney to review the information supplied by the City through American Title Company regarding exceptions related to agreements and liens and to obtain and provide copies of agreements and lien certificates listed as exceptions to the title policy and attempt to clear those exceptions from the title policy. This will only be done if the title company will not clear certain exceptions and the City requests these additional services.

ASSISTANCE DURING EMINENT DOMAIN PROCEEDINGS

Provide assistance to the City as an expert witness in litigation with other parties related to eminent domain proceedings. This service includes depositions, telephone conversations, preparations for eminent domain proceedings and court appearances related to the eminent domain proceedings.

EXHIBIT "C"

ASSISTANCE IN ACQUISITION OF RIGHT-OF-WAY

SCHEDULE OF COMPENSATION

Payment for Basic Services described in Exhibit "A" shall be invoiced monthly for deeds recorded during the prior month. The breakdown of the fee is:

Investigation of Ownership, Assistance Obtaining Easements and Rights of Way.

\$2,000.00 per Parcel – Maximum (may be lowered by separate written agreement)

Tracts assigned by the Client, but deemed, by the Client, unnecessary, at a later date, shall be billed the lesser of, \$2,000.00 or \$100/hr, plus directly attributable expenses, for work performed on that parcel. Minimum applicable charge is \$500.00 per Parcel.

An additional charge will be applied to each Parcel requiring more than two (2) owner signatories, including multiple owners, trustees, lienholders, etc. in the amount of: \$300.00 for each signatory in excess of two (2).

Multiple adjacent Parcels with identical owners, will be billed at a 50% reduced rate for each subsequent Parcel.

Field Surveys:

Only as requested in writing by the Client

Qualified Appraisals:

Only as requested in writing by the Client

Title Commitments:

Only as requested in writing by the Client

Legal Assistance For Exceptions To Title:

Only as requested in writing by the Client

Professional Land Surveyor Certification:

Only as requested in writing by the Client

All subcontracted professional services shall be invoiced at cost times a multiplier of 1.15.

The original maximum contract amount of **\$20,000.00** shall not be exceeded without written amendment to the agreement.

EXHIBIT "D"

CITY'S RESPONSIBILITIES

The City will provide the following information necessary for this Project at no cost to the Consultant:

1. List of tracts and legal descriptions, including metes and bounds, plats and closure calculations, of the tracts to be acquired.
2. All the information provided to the City from any related title work on each right-of-way tract.
3. Construction plans and electronic drawing files related to the Project will be made available.
4. Property owner information available from tax records kept by the City.
5. Warranty deeds and other documents necessary for the acquisition of right-of-way that are for execution by each owner to be filed with the Denton County Deed Records.
6. A designated representative authorized to negotiate on behalf of the City for considerations related to obtaining right-of-way by donation.
7. City Attorney will be responsible for all matters related to eminent domain proceedings other than those specifically outlines in this agreement under Exhibit "B".
8. City will advise the Consultant when permission to survey must be obtained for a project and will assist the Consultant in obtaining permission to survey as necessary and requested by the Consultant.
9. Provide and disclose all factors pertinent to the Project including the known or suspected location of underground utilities.
10. City will coordinate all utility meetings for easement releases and relocating of utilities.
11. City will be billed directly by the Title Company and will be responsible for all title and tracts acquisitions costs.
12. City will be billed directly by the Appraisal Companies and will be responsible for all Appraisal, Appraisal Review, Appraisal up-dates and testimony costs.

13. City will prepare all Impact Fee Agreements, Development Agreements or other Agreements to be executed on behalf of the City and ROW tract owner.
14. City will be responsible for determination of the proper handling of historical monuments, homes, or other structures of importance and for informing the Consultant of the disposition of these elements as necessary.

EXHIBIT "E"

AFFIDAVIT

THE STATE OF TEXAS §
COUNTIES OF COLLIN/DENTON §

I, _____ a member of the consultant team make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me, have a substantial interest in a business entity that would be peculiarly affected by my work or decision on the project as those terms are defined in Article 988b, V.T.C.S.

The business entity is:

_____ have/has) a substantial interest in this business entity for the following reasons: (Check all which are applicable)

- ___ Ownership of 10% or more of the voting shares of the business entity.
- ___ Ownership of \$2,500 or more of the fair market value of the business entity.
- ___ Funds received from the business entity exceed 10% of income for the previous year.
- ___ Real property is involved and has an equitable or legal ownership with a fair market value of at least \$2,500.
- ___ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- ___ Other:

Upon the filing of this affidavit with the City of Frisco, Texas, I affirm that I will abstain from acting on any decision involving this business entity and from any further participation on this matter whatsoever.

Signed this _____ day of _____, 20__.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires: _____